INSURANCE, 2 ed., 220. Justification for such a holding has been said to be that there is, looking at the whole period of the policy, no continuing prejudice by the partial loss. See *Lidgett* v. *Secretan*, L. R. 6 C. P. 616, 630; MCARTHUR, INSURANCE, 2 ed., 220. Recovery may be had if the partial loss has been brought home to the assured by repair, though there is, thereafter, a total loss. *Le Cheminant* v. *Pearson*, 4 Taunt. 367. And if the unrepaired partial loss is fixed by a subsequent sale of the vessel, or by the termination of the policy, recovery may be had, for in these cases the partial loss has proved to be a real prejudice. *Pitman* v. *Universal Ins. Co.*, 9 Q. B. D. 192; *Lidgett* v. *Secretan*, *supra*. Even accepting *Livie* v. *Janson* as binding authority, the principal case seems wrongly decided. The reason given for that decision — that there was no continuing prejudice — is certainly not present here, and the last cases cited above furnish a closer analogy.

INSURANCE — MUTUAL BENEFIT INSURANCE — RIGHT OF BENEFICIARY TO REINSTATE SUSPENDED POLICY AFTER DEATH OF INSURED. — A policy issued by a fraternal life insurance company provided that a life benefit member, suspended for the non-payment of a monthly rate, might be reinstated within a certain time by complying with the by-laws of the company. While suspended, but before the expiration of the period for reinstatement, the holder of such a policy died. The beneficiary offers to pay the assessments in arrears and seeks thus to secure reinstatement. *Held*, that he may do so. *Knights of the Maccabees of the World* v. *Johnson*, 185 Pac. 82 (Okla.).

The contract of insurance between a society and its members consists of the policy, application, charter, and by-laws taken together. *Wallace* v. *United Order of Golden Cross*, 106 Atl. 713 (Me.); *Evans* v. *Supreme Council of Royal Arcanum*, 223 N. Y. 497, 120 N. E. 93. These contracts usually impose suspension for non-payment, with a right to reinstatement within a certain time upon payment of arrears. Whether this right, when the insured dies during suspension, may be exercised by the beneficiary, is sometimes a troublesome question. If the policy contains an express disclaimer of liability for death during suspension, it is clear that the beneficiary can assert no right. *Ward* v. *Merchant's Life and Casualty Co.*, 139 Minn. 262, 166 N. W. 221. In the absence of such a provision, the courts have often reached the same result by construction. *Tabor* v. *Modern Woodmen of America*, 163 S. W. 324 (Tex. Civ. App.); *Gifford* v. *Workmen's Ben. Ass'n*, 105 Me. 17, 72 Atl. 680; *Campbell* v. *Supreme Lodge Knights of Pythias*, 168 Mass. 397, 47 N. E. 109. Other courts have reached the contrary result on the ground that by the terms of the particular contract the period was one of grace and not of forfeiture. *Provident Savings Life Assurance Soc.* v. *Taylor*, 142 Fed. 709; *Gottlieb* v. *Abraham Lincoln Mut. Life Ins. Co.*, 225 Pa. 102, 73 Atl. 1057. Still other courts have found in the facts of the case before them a suspension, but also a subsequent waiver by the company of its rights. *Jackson* v. *N. W. Mutual Relief Ass'n*, 78 Wis. 463, 47 N. W. 733; *McGowan* v. *N. W. Legion of Honor*, 98 Iowa, 118, 67 N. W. 89; *Dennis* v. *Mass. Ben. Ass'n*, 120 N. Y. 496, 24 N. E. 843. In the instant case the court has gone too far in fixing an absolute rule that the beneficiary may secure reinstatement of the policy. The rights of the beneficiary are determined by the terms of the original contract; and the problem, as in all contracts, is simply one of the manifested intention of the contracting parties.

LANDLORD AND TENANT — TENANCIES AT WILL AND AT SUFFERANCE — LANDLORD'S LIABILITY FOR FORCIBLE EVICTION. — The plaintiff occupied a cottage upon the defendant's premises as its employee. After he had left its service, the defendant gave him repeated notices to vacate and finally ejected him with the use of reasonable force. The plaintiff sued for forcible entry and